



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLI
COMMISSIONER

August 20, 2003
Subject: Windsor, China, and Winslow
Project No. STP-1021(100)X & DPB-8685(600)X
PIN 10211.00 & 8685.60
Bid Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to your Bid Package.

- 1) In the "Notice to Contractors", fourth paragraph "outline of work", please add "or Plant Mix Recycled Asphalt Pavement" after the words "Full Depth Reclamation with Foamed Asphalt". In the fifth paragraph "Basis of Award", where it states, **"The basis of award will be the total of all sections"**, delete this sentence in its entirety and replace with **"The basis of award will be the lesser of the combination of section 1 and 2 or section 1 and 3"**.
- 2) In the General Notes, page 4 of 4, add the following note number 36. "Any Granular borrow required to maintain traffic will be considered incidental to the contract".
- 3) In the Typical Sections, sheets 1, 2, and 3 of 4, bottom left corner "note on Item 203.203 Ditch Exc." Replace "203.203" with "211.30".

Make these changes in pen and ink.

A) Please remove in its entirety the "Schedule of Items", dated 030804, seven pages total, and replace with the new attached "Schedule of Items", dated 030818, eight pages total.



PRINTED ON RECYCLED PAPER

B) Remove in its entirety the “Contract Agreement, Offer & Award” both copies, eight pages total, and replace with the new attached “Contract Agreement Offer & Award”, eight pages total.

Please add the following:

- a)** Add the attached one page, entitled “Construction Notes” dated 08/19/03.
- b)** Add the attached one page, entitled Special Provision, Section 107, Prosecution and Progress, Contract Time.
- c)** Add the attached one page entitled Special Provision, Section 108 “Recycled Asphalt Pavement with Bituminous Additive Performance Graded Binder Price Adjustment Plant Mix Recycled Asphalt Pavement”.
- d)** Add the attached 3 pages entitled Special Provision Section 310 “Plant mixed recycled Asphalt Pavement”.

Consider these changes prior to submitting your bid on August 27, 2003.

Sincerely,

A handwritten signature in dark ink, reading "Bruce R. Carter". The signature is written in a cursive style with a large, stylized 'B' and 'C'.

Bruce R. Carter
Contracts Engineer

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010211.00

PROJECT(S): DPB-8685(60)X
STP-1021(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 HIGHWAY ITEMS						
0010	201.11 CLEARING	0.220				
	HA					
0020	201.23 REMOVING SINGLE TREE TOP ONLY	74.000				
	EA					
0030	201.24 REMOVING STUMP	73.000				
	EA					
0040	202.12 REMOVING EXISTING STRUCTURAL CONCRETE	20.000				
	M3					
0050	202.203 PAVEMENT BUTT JOINTS	545.000				
	M2					
0060	203.20 COMMON EXCAVATION	9470.000				
	M3					
0070	203.21 ROCK EXCAVATION	1150.000				
	M3					
0080	204.41 REHABILITATION OF EXISTING SHOULDERS, PLAN QUANTITY	25170.000				
	M2					
0090	211.21 INSLOPE REHABILITATION	13770.000				
	M					
0100	211.30 DITCH EXCAVATION	860.000				
	M					

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010211.00

PROJECT(S): DPB-8685(60)X
STP-1021(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	211.40 NEW DITCH EXCAVATION	2440.000 M				
0120	211.41 NEW DITCH EXCAVATION - LEDGE	210.000 M				
0130	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	8840.000 M3				
0140	304.103 AGGREGATE SUBBASE - GRAVEL (TRUCK MEASURE)	700.000 M3				
0150	403.209 HOT MIX ASPHALT 9.5 MM(SIDEWALKS,DRIVES, INCIDENTAL)	400.000 MG				
0160	403.210 HOT MIX ASPHALT 9.5 MM NOMINAL MAX SIZE	9284.000 MG				
0170	403.213 HOT MIX ASPHALT 12.5 MM, BASE	10319.000 MG				
0180	409.15 BITUMINOUS TACK COAT APPLIED	18020.000 L				
0190	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	122.000 M3				
0200	603.16 375 MM CULVERT PIPE OPTION I	225.000 M				
0210	603.169 375 MM CULVERT PIPE OPTION III	33.048 M				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010211.00

PROJECT(S): DPB-8685(60)X
STP-1021(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	603.17 450 MM CULVERT PIPE OPTION I	295.000 M				
0230	603.179 450 MM CULVERT PIPE OPTION III	230.000 M				
0240	603.19 600 MM CULVERT PIPE OPTION I	25.000 M				
0250	603.199 600 MM CULVERT PIPE OPTION III	22.500 M				
0260	603.34 1050 MM SPAN 725 MM RISE PIPE ARCH	17.800 M				
0270	604.092 CATCH BASIN TYPE B1-C	2.000 EA				
0280	604.161 ALTERING CATCH BASIN	1.000 EA				
0290	604.182 CLEAN EXISTING CATCH BASIN AND MANHOLE	5.000 EA				
0300	605.09 150 MM UNDERDRAIN TYPE B	100.000 M				
0310	605.10 150 MM UNDERDRAIN OUTLET	15.000 M				
0320	606.17 GUARDRAIL TYPE 3B - SINGLE RAIL	194.300 M				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010211.00

PROJECT(S): DPB-8685(60)X
STP-1021(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	606.21 GUARDRAIL TYPE 3B - 4.5 M RADIUS OR LESS	26.670 M				
0340	606.22 GUARDRAIL TYPE 3B - OVER 4.5 M RADIUS	26.670 M				
0350	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	4.000 EA				
0360	606.35 GUARDRAIL DELINEATOR POST	13.000 EA				
0370	606.47 SINGLE WOOD POST	18.000 EA				
0380	606.754 WIDEN SHOULDER FOR 350 END TREATMENT	6.000 EA				
0390	606.79 GUARDRAIL 350 FLARED TERMINAL	6.000 EA				
0400	609.15 SLOPED CURB TYPE 1	41.000 M				
0410	609.234 TERMINAL CURB TYPE 1 - 1.2 METER	2.000 EA				
0420	609.31 CURB TYPE 3	1896.000 M				
0430	609.444 REMOVE AND RESET EXISTING CURB	18.590 M				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010211.00

PROJECT(S): DPB-8685(60)X

STP-1021(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	610.08 PLAIN RIPRAP	70.000 M3				
0450	610.18 STONE DITCH PROTECTION	1085.000 M3				
0460	613.319 EROSION CONTROL BLANKET	4515.000 M2				
0470	615.07 LOAM	50.000 M3				
0480	617.37 WOODWASTE MULCH	30.000 M3				
0490	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	10.000 UN				
0500	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	695.000 UN				
0510	619.1201 MULCH - PLAN QUANTITY	695.000 UN				
0520	620.58 EROSION CONTROL GEOTEXTILE	3425.000 M2				
0530	626.37 SPECIAL FOUNDATION	1.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010211.00

PROJECT(S): DPB-8685(60)X
STP-1021(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP			
0550	629.05 HAND LABOR, STRAIGHT TIME	75.000 HR				
0560	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	75.000 HR				
0570	631.14 GRADER (INCLUDING OPERATOR)	20.000 HR				
0580	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	150.000 HR				
0590	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	40.000 HR				
0600	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	30.000 HR				
0610	631.22 FRONT END LOADER (INCLUDING OPERATOR)	15.000 HR				
0620	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	50.000 HR				
0630	639.19 FIELD OFFICE TYPE B	1.000 EA				
0640	643.60 FLASHING BEACON AT:	LUMP	LUMP			

SCHEDULE OF ITEMS

CONTRACT ID: 010211.00

PROJECT(S): DPB-8685(60)X
STP-1021(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0650	643.71 TRAFFIC SIGNAL MODIFICATION	LUMP	LUMP			
0660	652.38 FLAGGER	3330.000 HR				
0670	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0680	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0690	659.101 MOBILIZATION	LUMP	LUMP			
0700	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR				
	SECTION 0001 TOTAL					.

SECTION 0002 FOAMED ASPHALT

0710	309.36 FULL DEPTH REC PAVEMENT W/FOAM ASPHALT 6 INCH DEPTH	108450.000 M2				
	SECTION 0002 TOTAL					.

SCHEDULE OF ITEMS

DATE: 030818

REVISED:

CONTRACT ID: 010211.00

PROJECT(S): DPB-8685(60)X
STP-1021(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0003 PM RAP

0720	310.25 PLANT MIX RECYCLED ASPHALT PAVEMENT - 125 MM DEPTH	M2	108450.000			
SECTION 0003 TOTAL						
TOTAL BID SECTION 0001 AND 0002						

OR

TOTAL BID SECTION 0001 AND 0003						
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CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, STP-1021(100)X, PIN 010211.00; DPB-8685(600)X, PIN 8685.60, for the Hot Mix Asphalt Overlay, Full Depth Reclamation with Foamed Asphalt or Plant Mix Recycled Asphalt Pavement, Shoulder Rehabilitation, Intersection Improvement, Drainage and Safety Improvements in the towns of Windsor, China and Winslow, County of Kennebec, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **October 1, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 0001 and 0002 \$ _____

Section 0001 and 0003 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: STP-1021(100)X, PIN 010211.00; DPB-8685(600)X, PIN 8685.60, for the Hot Mix Asphalt Overlay, Full Depth Reclamation with Foamed Asphalt or Plant Mix Recycled Asphalt Pavement, Shoulder Rehabilitation, Intersection Improvement, Drainage and Safety Improvements in the towns of Windsor, China and Winslow, County of Kennebec, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 0001 and 0002 ☐

Section 0001 and 0003 ☐

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **October 1, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 0001 and 0002 \$ _____

Section 0001 and 0003 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

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The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 0001 and 0002 ☐

Section 0001 and 0003 ☐

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

Construction Notes**ITEM 310.25 125 MM [5"] PLANT MIX RECYCLED ASPHALT PAVEMENT**

<u>STATION – STATION</u>	<u>AREA</u>
1+015 - 12+880	108,446 M ²

NOTES:

- Average depth of existing pavement on travel way = 140 mm.
- Existing shoulders are not paved.
- Item 204.41 Rehabilitation of Existing Shoulders will be required to be completed after the removal of existing pavement.
- Plant mix recycled asphalt will be placed full width in two - 62.5 mm [2½"] (travel way and shoulders).
- 100% of the existing pavement shall be crushed/screened to produce material that will be no larger than 37.5 mm [1½"].
- If additional asphalt pavement is needed to complete the plant mix recycled asphalt pavement, the contractor shall be responsible (will not be paid for) for loading and hauling this material from the Sidney maintenance lot on the Lyons Road or some other approved MDOT stockpile.

This option may be bid in lieu of Item 309.36 Full Depth Recycled Pavement with Foam Asphalt. If this option is bid, substitute Item 310.25 in place of Item 309.36 on all typical sections. All finish elevations on x-section to be reduced by 25 mm.

SPECIAL PROVISION
SECTION 107
Prosecution and Progress
Contract Time

1. The Contractor will be allowed to commence work at any time after awarding of the contract as long as the Soil Erosion and Water Pollution Control Plan, SPCC Plan and the Traffic Control Plan have been approved.
2. The completion date for project AC-STP-1021(100)X is October 1, 2004.
3. For every working day, as defined in Standard Specification 101.2, not worked once operation commences, the contractor will be charged supplemental Liquidated Damages for a Calendar Day, as specified in supplemental specification 107.7.2.
4. The portion of the project between stations 1+000 and 6+000 shall be completed in full prior to August 20, 2004 to minimize impacts on the Windsor Fair event. If this work is not completed by this date, the contractor will be charged \$2500/day until the work is completed. No work shall be conducted on the remainder of the project the week of the fair with the exception of maintenance of traffic control and erosion & sediment control devices if required.

Scheduling of Work

1. Unless otherwise authorized, this contract allows for only one paving operation at a time (excluding hand work).
2. All areas that are reclaimed, have received a variable depth gravel treatment, or have been excavated for full reconstruction in 2003 shall receive full depth binder pavement in 2003.
3. Full Depth Reclamation (with Foamed Asphalt) areas not treated in the fall of 2003 shall not be reclaimed prior to June 1, 2004 to allow sufficient time for the saturated soil conditions of the spring season to dry up. Base pavement will be placed within 14 calendar days after curing period. For each day base pavement is not placed above and beyond the 14 days, the contractor will be charged \$1500 per calendar day.
4. Plant Mix Recycled Asphalt Pavement areas not completed in the fall of 2003 shall not have pavement removed prior to June 1, 2004 to allow sufficient time for the saturated soil conditions of the spring season to dry up. Plant mix recycled asphalt pavement will be placed within 14 calendar days after having existing pavement removed. For each calendar day plant mix recycled asphalt pavement is not placed above and beyond the 14 days, the contractor will be charged \$1500 per calendar day.

SPECIAL PROVISION
SECTION 108

RECYCLED ASPHALT PAVEMENT WITH BITUMINOUS ADDITIVE
PERFORMANCE GRADED BINDER PRICE ADJUSTMENT
PLANT MIX RECYCLED ASPHALT PAVEMENT

Price adjustments will be based on the variance in costs for the performance graded binder component of recycled asphalt pavement with bituminous additive. They will be determined as follows:

Performance Graded Asphalt Binder The quantity of asphalt cement will be determined by taking the quantity of recycled asphalt pavement with bituminous additive M^2 and multiplying by **0.0038** times the difference in price in excess of 5 percent between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Recycled Asphalt Pavement with Bituminous Additive The quantity of recycled asphalt pavement with bituminous additive will be determined from field measurements and shown on the progress estimate for each pay period.

Base Price The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average N.E. Barge Price, FOB, as listed in the Asphalt Weekly Monitor.

Period Price The period price of performance graded binder will be determined by the Department by using the average N.E. Barge Price, FOB, listed in the Asphalt Weekly Monitor current with the pay period ending date of the progress estimate.

SPECIAL PROVISION
SECTION 310
PLANT MIXED RECYCLED ASPHALT PAVEMENT

310.01 Description This work shall consist of the removal of all existing bituminous pavement from the existing roadway down to the gravel base, hauling to an approved location to be stockpiled, processed and **placed in two 62.5 mm [2½ in] courses**, the regrading and compaction of existing gravel base to the tolerances shown on the typicals or as directed by the Resident. All plant mixed recycled asphalt pavement shall be placed on an approved base in accordance with these specifications and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Resident.

MATERIALS

310.02 Composition of Mixture The mixture shall be composed of recycled asphalt pavement, water, Portland cement and emulsified asphalt. The recycled asphalt pavement shall be processed by the Contractor so all material will be no larger than 37.5 mm [1.5 in] and stockpiled so as to minimize segregation. The stockpile shall be free of any materials not generally considered to be asphalt pavement.

A job mix formula shall be furnished by the Department establishing the exact percentage of emulsified asphalt, Portland cement and water to be used in the mixture.

The initial design of the mixture shall contain an approximate 3.0 percent [± 0.25 percent] added emulsified asphalt content, an approximate 3.0 percent [± 0.25 percent] added water content, and an approximate 1.5 percent [± 0.15 percent] added Portland cement by weight.

Emulsion, water, and portland cement shall be added in percentage by weight and verified by tank checks done daily. Cement additive may be done in dry form or introduced as a mixture with water.

310.022 Emulsified Asphalt The emulsified asphalt shall be grade MS-2 or HFMS-2 meeting the requirements of Section 702.04 - Emulsified Asphalt.

310.023 Portland Cement The portland cement shall be Type I or II meeting the requirements of AASHTO M85-89.

EQUIPMENT

310.03 Mixing Plant The mixing plant shall be of sufficient capacity and coordinated to adequately handle the proposed construction. Either a continuous pugmill mixer or a continuous drum type mixing plant shall be used. If a drum mixing plant is used it shall meet the requirements of Section 401.07. The mixing plant shall be capable of producing a uniform mixture meeting the requirements of the job mix formula.

310.04 Hauling Equipment Trucks used for hauling the mixture shall meet the requirements of Section 401.08.

310.05 Bituminous Pavers Pavers shall meet the requirements of Section 401.09.

307.06 Rollers Rollers shall meet the requirements of Section 401.10.

CONSTRUCTION REQUIREMENTS

310.07 Mixing The recycled asphalt pavement shall be delivered to the mixer at a temperature of not less than 10°C [50°F]. The emulsified asphalt shall meet the mixing temperature requirements listed in Section 702.05 - Application Temperatures. Recycled pavement and emulsified asphalt shall be proportioned and the mixing time set to produce a mixture in which uniform distribution of the emulsified asphalt and coating of the recycled pavement is obtained.

If a drum type mixing plant is used, the recycled asphalt pavement may be heated prior to being mixed with the emulsified asphalt to a temperature not to exceed 90°C [194°F].

Following mixing, the recycled asphalt pavement material may be stockpiled for up to 24 hours prior to placement provided the contractor develops and implements a plan to keep the moisture content of the mixture at or near the moisture content obtained during initial mixing. If a drum type mixing plant is used the material will not be stockpiled prior to use.

310.08 Weather Limitations The plant mixed recycled asphalt pavement shall not be placed under any of the following conditions: (a) when there is standing water on the surface, (b) when the air temperature in the shade is less than 10°C [50°F], (c) when the surface is frozen, or (d) when weather conditions otherwise prevent proper handling, finishing, or curing of the mixture.

310.09 Spreading and Finishing The mixture shall be spread and finished in accordance with Section 401.15.

310.10 Compaction Compaction of the mixture shall be in accordance with Section 401.16. Rolling may be delayed to avoid lateral displacement as directed by the Resident.

310.11 Joints Joints shall be constructed in accordance with Section 401.18.

310.12 Surface Tolerances The surface tolerances shall be as specified in Section 401.101, except that the maximum allowable variation shall be 10 mm [3/8 in].

310.13 Density Requirements The in-place density of the mixture will be accepted by the Department by the nuclear thin lift method. A control section of pavement of approximately 100 m [300 ft] will be designated at the start of the paving operations. After the control section has been placed, it will be rolled as directed until the nuclear density readings show an increase in density of less than 15 kg/m³ [1 pcf] for the final 4 roller passes. This density will be used as the target density for the recycled material. The remaining recycled asphalt pavement shall be compacted to a minimum density of 98 percent of the target density as determined in the control section.

310.14 Curing No new pavement shall be placed on the recycled asphalt pavement until a curing period of 7 days has elapsed. The curing period begins after being placed in the roadway. When weather conditions are unfavorable the curing period may be extended by the Resident.

310.15 Method of Measurement Plant Mixed Recycled Asphalt Pavement shall be measured by the square meter [square yard].

310.16 Basis of Payment The accepted quantity of Plant Mixed Recycled Asphalt Pavement will be paid for at the contract unit price per square meter [square yard], complete in-place which price will be full compensation for furnishing all equipment and labor for removing existing pavement, processing, mixing, placing and compacting **two 62.5 mm [2½ in] courses**, regrading and compacting existing gravel base and for all incidentals necessary to complete the work. The thickness will be determined by the total depth of all layers placed.

The Department will compensate the Contractor in accordance with Section 109.7.5 - Force Account, paragraph B. Materials, if the Departments mix design requirements for Plant Mix Asphalt Pavements exceeds the 2.5 percent including tolerances for added emulsion, or the 1.5 percent including tolerances for added Portland cement. Adjustments in water content exceeding the initial targets shall not be paid for directly, but shall be incidental to Item 310.

Payments will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
310.25 – 125 mm [2½"] Plant Mixed Recycled Asphalt Pavement	Square Meter [square yard]